

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

May 23, 2014

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

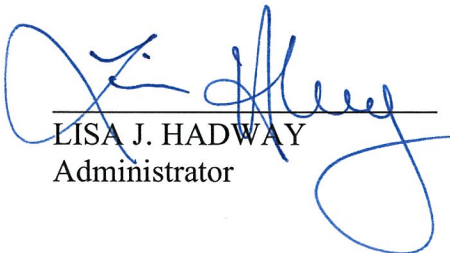
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE DIVISION
OF FORESTRY AND WILDLIFE AND KAUAI FIRE DEPARTMENT
FOR PROVIDING FIREFIGHTING ASSISTANCE

Attached is a Memorandum of Understanding (MOU) between the Division of Forestry and Wildlife (DOFAW) and the Kauai Fire Department (KFD). The MOU provides the caveat that either DOFAW or KFD can request assistance from the other in wildfire suppression activities without incurring expenses to the responsible agency. This MOU was last updated in 2005.

RECOMMENDATION:

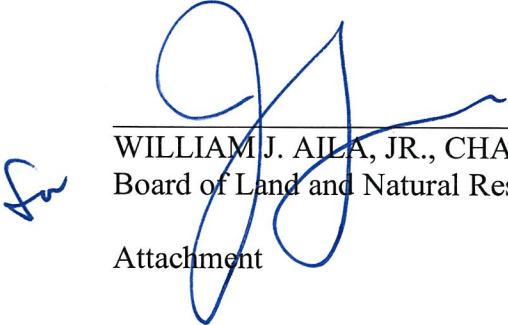
That the Board approves the Memorandum of Understanding with the Kauai Fire Department and authorizes the Chairperson to sign the attached document.

Respectfully submitted,



LISA J. HADWAY
Administrator

APPROVED FOR SUBMITTAL:



WILLIAM J. AILA, JR., CHAIRPERSON
Board of Land and Natural Resources

Attachment

ITEM C-1

MUTUAL AID AGREEMENT

THIS AGREEMENT, entered in this 27th day of April, 2014, by and between the COUNTY OF KAUAI, a political subdivision of the State of Hawaii, hereinafter referred to as the "County," by its Kauai Fire Department, hereinafter referred to as "KFD" and the STATE OF HAWAII, hereinafter referred to as "State," by its Board of Land and Natural Resources,

WITNESSETH THAT:

WHEREAS, KFD has the responsibility of preventing, controlling and extinguishing fires in the County of Kauai; and

WHEREAS, under Chapter 185 of the Hawaii Revised Statutes, as amended, the Division of Forestry and Wildlife, Department of Land and Natural Resources, State of Hawaii, hereinafter referred to as "DOFAW", has the responsibility to take measures for the prevention, control and extinguishment of wildland fires within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves and shall cooperate with established fire control agencies of the counties and the federal government in developing plans and programs and mutual aid agreements for assistance for the prevention, control and extinguishment of fires on forest, grass, brush and watershed lands not within the department's fire protection responsibilities; and

WHEREAS, KFD and DOFAW recognize that potential fire and disaster hazards exist on Kauai in the various forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves and in other forest, pasture, and brush lands not within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves which are conceivably beyond the abilities of the fire fighting forces of either KFD or DOFAW to control individually; and

WHEREAS, by pooling the resources of KFD and DOFAW, the combined strength and efforts of these two agencies would afford the people of the County and the State more extensive and effective protection of their lives, property and natural resources;

NOW, THEREFORE, in the interests of public safety, health, and welfare, the County and the State do hereby mutually agree as follows:

- (1) When used in this Agreement:

“**Agency**” means either KFD of the County of Kauai or DOFAW of the Department of Land and Natural Resources, State of Hawaii;

“**Manager**” refers to the DOFAW Branch Manager of the Island of Kauai appointed pursuant to Chapter 185 of the Hawaii Revised Statutes, as amended;

“**Fire Chief**” refers to the chief of KFD appointed pursuant to Section 12.02 of the Charter of the County of Kauai 1984, as amended;

“**Primary areas of concern**” shall mean:

(a) For DOFAW: forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves of the State; and

(b) For KFD: all lands.

- (2) That the fire control response areas are designated by legend on the attached Mutual Aid Agreement map(s) incorporated into this Agreement.
- (3) To the end that the forests and surrounding areas and communities of the County of Kauai may enjoy optimum fire protection, the agencies, when requested and consistent with conditions at the time of the request, will assist each other in the suppression of fire in areas which are normally the concern of the other.
- (4) Wildland fire suppression matters of mutual interest to the County and the State will be coordinated by the Fire Chief and the Manager.
- (5) KFD and DOFAW will each retain responsibility for, and control of, fire prevention and fire fighting matters in their primary areas of concern as prescribed by their respective authorities.
- (6) In the event of fire occurring in a forest reserve, public hunting areas, wildlife and plant sanctuaries, and natural area reserves requiring the assistance of KFD, the Fire Chief

or his official assistant will respond, insofar as prerequisites of service will permit, and collaborate with the Manager of his official assistant, for the purpose of direction and coordination of the efforts of KFD with those of DOFAW. Such collaboration shall occur using a unified command structure under the incident command system.

(7) In the event of fire occurring in forest, pasture or brush lands not within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves requiring the assistance of DOFAW, the Manager or his official assistant will respond, insofar as prerequisites of service permit, and collaborate with the Fire Chief of his official assistant for the purpose of direction and coordination of the effort of DOFAW with those of KFD. Such collaboration shall occur under the command and control structure of the incident command system.

(8) In any event, it is understood and agreed that the assisting agency may be unable to respond in instances when the personnel and/or equipment available to it are, or would thereby be rendered, insufficient to meet the actual or realistically potential needs of the requesting agency.

(9) Each agency shall remain responsible for all salaries, losses, damages or injuries to its own personnel and equipment that are incurred while engaged in a mutual undertaking.

(10) Each agency waives all claims against the other for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

(11) That DOFAW agrees:

- (a) That it has primary fire protection responsibilities in the areas designated in green and assisting agency responsibilities in the areas designated in pink and white on the Attached Mutual Aid Agreement map(s);
- (b) To make available vehicles and equipment under the Federal Excess Personal Property Program (FEPP) and to maintain a current listing of these vehicles and equipment as an addenda to this Agreement;
- (c) That the title of all accessories, tools, equipment, sirens, etc., which are added to the equipment will remain with KFD and KFD may remove same, prior to returning equipment to DOFAW;
- (d) To permit personnel of KFD to attend fire fighting and other appropriate

training classes and to use its training facilities on a space-available basis and without cost to the County. Personnel attending such classes shall be deemed to have assumed such risks as may be normally incident hereto.

(e) To permit companies of KFD to visit forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves on the Island of Kauai for the purpose of familiarizing themselves with terrain, hazardous areas, water supplies, and any other information needed to enable them to assist efficiently in wildland fire fighting and disaster control operations.

(12) That KFD agrees:

(a) That it has primary fire protection responsibilities on all lands within the County of Kauai;

(b) That the FEPP equipment and vehicles be used in accordance with rules and regulations of the FEPP program;

(c) To maintain current liability and property damage insurance for each piece of equipment listed on the addenda;

(d) To make the equipment available for inspection quarterly by a representative of DOFAW;

(e) That the equipment may not be sold, junked or traded, but must be returned to DOFAW for a final disposition;

(f) To maintain equipment in a safe, serviceable condition, including vehicle safety checks; and

(g) To permit personnel of DOFAW to attend fire fighting and other appropriate training classes and to use its training facilities on a space-available basis without cost to the State. Personnel attending such classes shall be deemed to have assumed such risks as may be normally incident hereto.

(13) That it is further mutually agreed that;

(a) The permanent State license plate will continue to be used on State loaned vehicles and equipment; and

(b) The loaned vehicles and equipment will be marked in a manner that will indicate the cooperation between FKD and DOFAW.

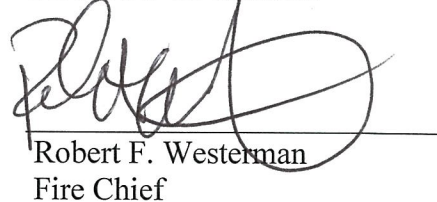
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective from the date of execution and will continue in force from year to year unless terminated by either party thirty (30) days' written notice to the other.

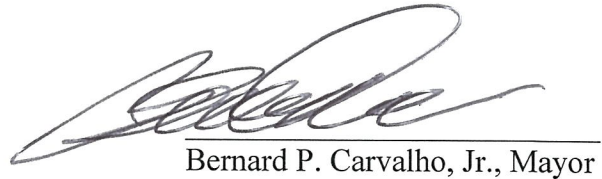
Approved by the Board of Lands and Natural Resources at its meeting held on _____

STATE OF HAWAII

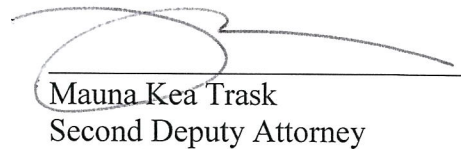

Chairperson, Board of Land and
Natural Resources

COUNTY OF KAUAI


Robert F. Westerman
Fire Chief

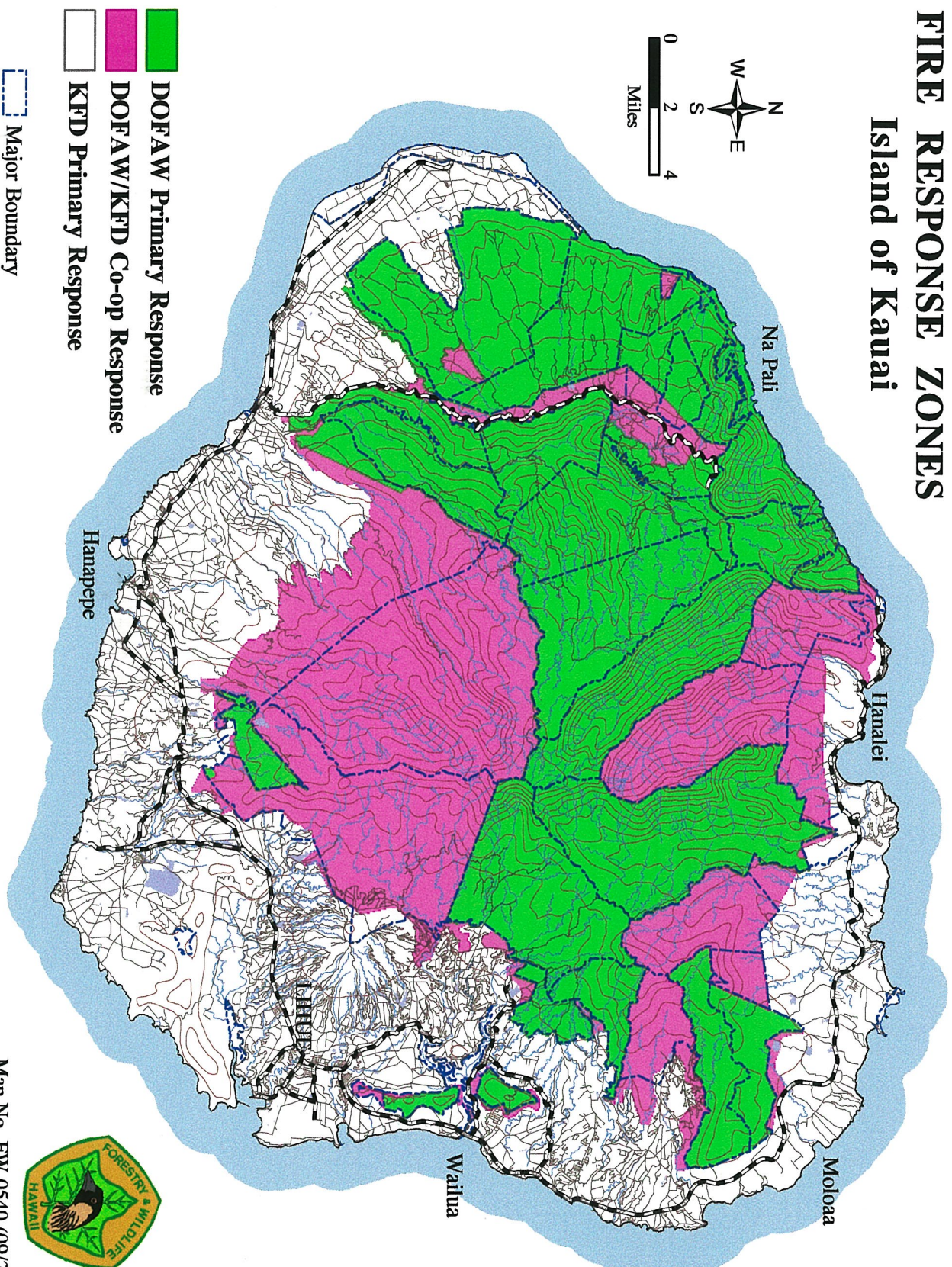
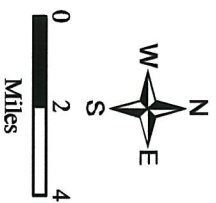

Bernard P. Carvalho, Jr., Mayor

APPROVED AS TO FORM


Mauna Kea Trask
Second Deputy Attorney

FIRE RESPONSE ZONES

Island of Kauai



-  DOFAW Primary Response
-  DOFAW/KFD Co-op Response
-  KFD Primary Response

 Major Boundary

